

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

Pexco LLC,  
Plaintiff,  
vs.  
Fencescreen, Inc.,  
Defendant.

Case No. 8:18-cv-00907-JFW-JPR

**FINAL JUDGMENT AND  
PERMANENT INJUNCTION ON  
CONSENT**

**The Honorable John F. Walter**  
Courtroom 7A  
United States Courthouse  
350 W. 1st Street  
Los Angeles, CA 90012

**AND RELATED COUNTERCLAIMS.**

Plaintiff, Pexco LLC, and Defendant, Fencescreen, Inc., having advised the Court that they have settled this Civil Action as relates to the claims between them, which compromise and settlement includes among its provisions the entry of injunctive relief, and Plaintiff and Defendant having submitted this Final Judgment and Permanent Injunction to the Court, on full consent as indicated below:

**IT IS HEREBY ORDERED AND ADJUDGED that:**

1. This Court has jurisdiction of the subject matter of the claims asserted herein and the above-named parties to this action.

1           2.     Plaintiff Pexco LLC (“Pexco”), is the owner of the trademark **FENCE**  
2 **WEAVE®**, and the U.S. registration therefor, no. 1,744,536 (registered January 5,  
3 1993) and the trademark **WINGED SLAT®** 1,865,283(registered November 29,  
4 1994), and U.S. Copyright Registration No. VA 2-097-677.

5           3.     Pexco’s **FENCE WEAVE®** mark, and the U.S. registration therefor, no.  
6 1,744,536, Pexco’s **WINGED SLAT®** mark and the U.S. registration therefor, no.  
7 1,865,283, and Pexco’s U.S. Copyright Registration No. VA 2-097-677 are each  
8 good and valid in law.

9           4.     Plaintiff is entitled to an award of damages in the amount of \$250,000.

10          5.     Defendant Fencescreen, its agents, and any employees, agents, servants,  
11 officers, representatives, directors, attorneys, successors, affiliates, assigns, and  
12 entities owned or controlled by Defendant, and all those in active concert and/or  
13 participation with Defendant, and each of them who receives notice directly or  
14 otherwise of such injunction, hereby are permanently enjoined and prohibited from:

- 15           i.     manufacturing, importing, exporting, advertising, marketing,  
16                 promoting, distributing, displaying, offering for sale, selling, and/or  
17                 otherwise dealing in the infringing and/or counterfeit **FENCE**  
18                 **WEAVE** and/or **WING SLATS** product;  
19           ii.    using in any manner (including but not limited to, in any search  
20                 engine sponsored advertisements, URL, and/or website meta tag,  
21                 page source, or page info) Pexco’s **FENCE WEAVE®** and/or  
22                 **WINGED SLAT®** marks, and/or any reproduction, counterfeit,  
23                 copy, or colorable imitation or simulation thereof, and/or any  
24                 spurious designation that is identical to or substantially  
25                 indistinguishable from any of said marks, including but not limited to  
26                 “**WING SLATS**”, on and/or in connection with any fence product  
27                 imported, distributed, advertised, marketed, offered for sale, and/or  
28

1 sold by Defendant in the United States, and/or imported into the  
2 United States, that is not manufactured by or on behalf of Plaintiff;

3 iii. importing, reproducing, copying, distributing copies of, and/or  
4 making derivative works based upon copies of, and/or the making of  
5 derivative works based upon, Pexco's Original Photograph Work as  
6 shown in Exhibit A hereto and/or inducing and/or contributing to the  
7 importation, reproduction, copying, distribution of copies of, and/or  
8 the making of derivative works based upon, the Original Photograph  
9 Work; and

10 iv. instructing, assisting, aiding, or abetting any person or entity in  
11 engaging in or performing any of the activities referred to in  
12 subparagraphs (i) through (iii).

13 9. Final judgment is entered in favor of Plaintiff.


14 10. Defendant's counterclaims are hereby dismissed.

15 11. Each of the parties shall pay their own costs and attorneys' fees in  
16 connection with this action.

17 12. The Court shall retain jurisdiction to enforce the terms of the Permanent  
18 Injunction set forth in this Order.

19  
20 **IT IS SO ORDERED.**

21  
22 Dated: June 14, 2019

  
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**HONORABLE JOHN F. WALTER**  
**UNITED STATES DISTRICT JUDGE**